

II. REMARKS

The Examiner is requested to reconsider the application in view of the foregoing amendment and the following remarks.

Respectfully, and generally for the reasons set forth below, the objections and rejections and each ground therefor -- to the extent not rendered moot by the foregoing Amendment -- are traversed. Generally, it is believed that the amendment adds no new matter.

The Examiner's attention is drawn to the Amendment in the Specification. After in preparing the response to the Office Action, a typographical error was observed in the transposition of the two terms: "mortgagor" and "mortgagee". A dictionary in the art defines these terms as follows:

Investor Dictionary.com defines **mortgagee** as: The institution, group or individual that lends money secured by pledged real estate; **the lender**.

Investor Dictionary.com defines **mortgagor** as: The owner of real estate who pledges the property as security for the repayment of a debt; **the borrower**.

See, e.g., <http://www.investordictionary.com/finance/dictionary/define2097.aspx>

<http://www.investordictionary.com/finance/dictionary/define2110.aspx>

Inadvertently, these terms were transposed in the instant patent application, as is clear from the context of usages in the specification. Consider as examples:

Page 23, line1: *4Mortgagor and Mortgage Data(6)* should read: *4Mortgagee and Mortgage Data (6)*.

The specification pertains to associating a cardholder with a mortgage. Thus it is clear that the cardholder must be the borrower or, per the above definition, the mortgagor. Figure 1 teaches how to link the cardholder to a mortgage, which may include identifying the lender or mortgagee. In line 2, the Mortgagor and Mortgage Data (6) being sent is "third-party data". The cardholder is the mortgagor and thus cannot be "third-party data," thus the only logical third-party data would be Mortgagee and Mortgage Data (6).

Page 23, line29: mortgagors should be changed to mortgagees.

This pertains to processing application of data subject to criteria established by the cardholder (who is the borrower or mortgagor), and other entities including, mistakenly written as mortgagors. But clearly the mortgage of the cardholder is never subject to criteria of others' mortgages. It is however subject to the criteria of lenders or mortgagees.

Page 27, number 6, line 11, *Mortgagor* Data Transfer Authorization (43) should read, *Mortgagee* Data Transfer Authorization (43). The embodiment teaches a "loan auctioning" process whereby the cardholder authorizes or prohibits information to flow from his/her mortgage provisioner (6) or lender or mortgagee. The authorization always directs the action, and in this instance directs the lender or mortgagee to transfer data; therefore, Mortgagor (as originally written in the specification) should be switched to Mortgagee.

Page 32, line 6: requests information about the Mortgagor: Name, Address,... This is a clear example of transposition of the terms, whereby Mortgagor should be changed to Mortgagee. It is not necessary to have this information about the cardholder because the system has that information already, but it is necessary to obtain this information about the lender or Mortgagee.

Page 32, line 20: about Mortgagor 2, etc. The embodiment teaches associating a cardholder with more than one mortgage. Therefore, the information about Mortgagee 2 is utilized to associate the cardholder with another mortgage. Mortgagor 2 should be changed to Mortgagee 2.

Page 32, line 32: Transfer (EFT) to mortgagor (136) the default. The embodiment teaches sending an electronic funds transfer to lender, not to borrower. Therefore, this should read mortgagee (136) the default.

Page 44, line 22: drawing on mortgagor data...initiates a Network (5) request to the mortgagor for the transfer of the cardholder's mortgage data. These two transpositions, where mortgagor needs to be changed to mortgagee. This is clear because the information to be transferred and the information to be supplied is coming from the mortgage provisioner or lender, therefore the information being transferred must be from the mortgagee as requested of the mortgagee.

Page 44, line 25: Retrieved Mortgagor Data (6) should read Retrieved Mortgagee Data (6). This paragraph pertains to where this data is stored, i.e., in a sub-directory of the Cardholder Data File's (42), Cardholder Mortgage Data File (111). Because there already exists a Cardholder Mortgage Data File, a Mortgagor Data File would be redundant whereas a Mortgagee Data file would not be. Accordingly, it is clear that the usage was transposed.

Drawing (6) doesn't say mortgage provisioner, it mistakenly says "mortgagor" when it should say "mortgagee" for the same reason.

In Figure 10, Cardholder Mortgage Data (110) is broken down into three subcategories: *Mortgagor* (114), Mortgage Terms (116), and Mortgage Account # (118). *Mortgagor* is another transposition, clear from the context of the specification, and should be Mortgagee (114). The system already knows who the *mortgagor* or borrower is: it is the cardholder. Thus, the Mortgage Data being identified pertains to the lender or mortgagee. To re-identify the borrower would make no sense; what is missing and in need of identification is the lender or Mortgagee. Therefore, this should read Mortgagee (114).

It is therefore respectfully submitted that the foregoing amendment to “un-transpose” the usages adds no new matter and merely corrects a typographical error.

A. Paragraphs of Objections and/or Rejections

1. Paragraph 1 of the Office Action

In paragraph 1 of the Office Action, the Examiner has graciously acknowledged the interview of 01 October 2003.

In response, the acknowledgement is appreciated.

2. Paragraph 2 of the Office Action

In paragraph 2 of the Office Action, the Examiner has observed that claims 1-31 are pending and have not been amended.

In response, the observation is appreciated.

3. Paragraph 3 of the Office Action

In paragraph 3 of the Office Action, the Examiner has acknowledged Applicant's request for reconsideration, and pursuant thereto, has withdrawn the final rejection.

In response, the withdrawal of the final rejection is appreciated.

4. Paragraph 4 of the Office Action

In paragraph 4 of the Office Action, the Examiner has examined claims 1-31 and has rejected them for reasons discussed below.

In response, the continued examination is appreciated, and the response is set forth below.

5. Paragraph 5 of the Office Action

In paragraph 5 of the Office Action, the Examiner has examined claims 1-31 and has rejected them for reasons on new grounds discussed below.

In response, the continued examination is appreciated, and the response is set forth below.

6. Paragraph 6 of the Office Action

In paragraph 6 of the Office Action, the Examiner has courteously provided a copy of 35 U.S.C. Sec. 102.

In response, Applicant appreciate the Examiner's courtesy.

7. Paragraph 7 of the Office Action

In paragraph 7 of the Office Action, the Examiner has rejected claims 1-2, 4-5, 9-10, 12-20, and 28-29 pursuant to 35 U.S.C. Sec. 102. The Examiner contends that these claims are anticipated by Ogilvie.

In response, the rejection is respectfully traversed. The claim is not proper because Ogilvie does not disclose every limitation recited in the claims.

Ogilvie is fundamentally different in that it teaches a forced savings system, not a reward system. That is, generally, Ogilvie teaches adding a cost to the consumer for use of a charge card or other financial transaction. The added charge card cost is for "incremental savings" (see, e.g., claim 1) channeled to a savings account. The amount is a debt to the charge card with the facilitator adding a cost for its service. This produces an economic loss and certainly no gain to the user, unlike the present invention. Under the present invention, the user has something in addition to what the user had before, namely a reward.

The Examiner's attention is drawn to Ogilvie at column 3, lines 55-58, were

Ogilvie teaches that “the present invention generally pertains to tools and techniques which allow a consumer to easily and incrementally add funds to one or more savings accounts,” etc. And at column 4, lines 45-60, Ogilvie teaches charging the consumer more money than was due for the goods or services rendered and using that incremental amount over-and-above the merchant's charges as the funds to be set-aside for savings. Ogilvie provides examples of where the funds come from:

- Percentage of transaction: Consumer will buy \$100 worth of goods and have \$107 charged to the credit card. Of the \$7 extra, 25 cents will go to the “facilitator” as a service fee for enabling the “incremental savings account” and \$6.75 will go to the savings account.
- Flat amount: Consumer will be billed \$50 more per month than was charged on the credit card. Of that \$50, \$49.50 will go to savings and 50 cents will go to the facilitator.

Ogilvie is a forced savings system generated at a cost to the user, whereas rewards have no cost to the user. Ogilvie provides no recognition of, or mechanism to facilitate, enhancing the economic position of the user. With no teaching or suggestion of the claimed reward, or the mechanism and apparatus as a whole to facilitate the claimed reward, Ogilvie does not anticipate the claimed invention.

8. Paragraph 8 of the Office Action

In paragraph 8 of the Office Action, the Examiner has courteously provided a copy of 35 U.S.C. Sec. 103.

In response, Applicant again appreciates the Examiner's courtesy.

9. Paragraph 9 of the Office Action

In paragraph 9 of the Office Action, the Examiner has courteously noted that additional sections of the U.S. Code can be found in prior Office Actions.

In response, Applicant again appreciates the Examiner's courtesy.

10. Paragraph 10 of the Office Action

In paragraph 10 of the Office Action, the Examiner has courteously noted

considerations from *Graham v. Deere Co.*

In response, Applicant yet again appreciates the Examiner's courtesy.

11. Paragraph 11 of the Office Action

In paragraph 11 of the Office Action, the Examiner has rejected claims 3, 6, 7-8, 11, 21-22, 24, 25-27, and 30-31 pursuant to 35 U.S.C. Sec. 103. The Examiner contends that these claims are obvious over Oglvie in view of DeLapa and Official Notice.

In response, the rejection is respectfully traversed. The comments made with respect to the Sec. 102 rejection are incorporated here by reference. Oglvie provides no teaching or suggestion of the claimed reward system or method, or any mechanism or apparatus as a whole to facilitate the claimed reward. Pursuant to Oglvie, the user has to pay more than the cost of the goods and services charged to have some of that charged money go to a savings account, and some of that charged money to go to the facilitator. However, this is not true with Applicant's invention, where a reward is provided.

Rewards, charge cards, and mortgages by themselves and in the abstract are not new... the prior existence of words does not mean that anyone can be Shakespear in combining them in a particular way. Applicant had developed a system and method to link charge card activity to determine a reward and apply the reward to a mortgage (e.g., which builds unprecedented loyalty between charge card users and one or more mortgage lenders).

DeLapa is evidence that coupons existed in contexts other than mortgages. DeLapa does not mention or suggest anything about mortgage usage of a reward or any means for relating them to a mortgage.

A prima facie case of obviousness has not been made out because none of the steps of claim 3 or 6 have been shown in the cited art. The Examiner concedes that Oglvie fails to teach the two printing steps and the combining steps. The Examiner points to DeLapa for a teaching of coupons, but this is inadequate to meet the entire limitation of this step, and

certainly does not teach the other steps or the combination of steps in the method as a whole. Official Notice of providing account information also does not teach any of the method steps; so none of the steps is disclosed in the cited art. More so, if the rejection is maintained, a reference is required to permit Applicant to assess whether there is an adequate teaching or suggestion of all claimed steps and whether there is a proper reason to combine.

Indeed, it is submitted that there is no reason to combine. Ogilvie is essentially not on point as it is simply charging customers to put money in their savings accounts, not a reward system. DeLapa has nothing to do with rewards or mortgages, and the Examiner has set out no valid reason to combine them to reach the claimed invention. The contended reason for modification is shown nowhere in the record but for applicant's patent application.

If allowance is not granted, a reference is required to support each and every "official notice" taken (as well as each contention of what was well known in the art), along with an explanation as to how the reference provides the reason to combine / modify the art. Otherwise, the reliance on the official notice and contentions as to what was well known, and the use of this as a basis for a reason to combine / modify the cited art, is respectfully traversed.

III. CONCLUSION

The application, as amended, is believed to be in condition for allowance, and favorable action is requested.

The Commissioner is hereby authorized to charge any fees associated with the above-identified patent application or credit any overcharges to Deposit Account No. 50-0235, and if any extension of time is needed to reply to said office action, this shall be deemed a petition therefor.

If the prosecution of this case can be in any way advanced by a telephone discussion, the Examiner is requested to call the undersigned at (312) 240-0824.

Respectfully submitted,



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Date: May 3, 2004

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